

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES



OPTIX® Document Management and Workflow Systems

Cross platform, client-server and web-based systems for content management, document management, workflow, scanning, indexing, text search, forms processing, COLD/ERM, and process automation, available for Sun, IBM AIX, Linux, Mac OS X, and NT servers running with Oracle™, Informix™, Sybase™, and SQL Server™ databases.

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

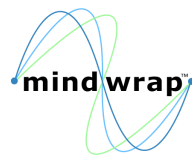
Large Scale Computers
Application Software
Microcomputers
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services



Mindwrap, Inc
664H Zachary Taylor Highway
Flint Hill, VA 22627
Tel: 540-675-3015 x 229 Fax: 540-675-3130
www.mindwrap.com

Contract Number: **GS-35F-0394M**

Period Covered by Contract: **11 April 2007 to 10 April 2012**

Pricelist current through Modification # 0004, dated 15 April 2011.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)

TABLE OF CONTENTS

Information for Ordering Offices	1
Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software	8
Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)	12
Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)	14
Products and Services Pricelist	19
Blanket Purchase Agreements (BPAs)	28
Contractor Team Arrangements	31

INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

The geographical scope of this contract includes the 48 contiguous states, Alaska and Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

2. Contractor's Ordering Address and Payment Information:

Ordering and Payment Address:

Mindwrap, Inc
PO Box 430
Flint Hill, VA 22627

Shipping Address:

Mindwrap, Inc.
664H Zachary Taylor Highway
Flint Hill, VA 22627

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Technical Assistance: Tel: 540-675-3015 x 229
Ordering Assistance: Tel : 540-675-3015 x 229
Corporate Fax: 540-675-3130

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 16-040-0250
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1446347

4a. CAGE Code: 1VT62

4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB Destination** Flint Hill, VA

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

	SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
	<u>132-33</u>	<u>30</u> Days
<i>Expedited Delivery:</i>	<u>132-33</u>	<u>1-3</u> Days
	<u>132-50</u>	<u>30</u> Days or as agreed with agency
	<u>132-51</u>	<u>30</u> Days or as agreed with agency

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a.	Prompt Payment:	None		
b.	Quantity:	132-33:	01-19	0%
			20-29	5%
			30-39	10%
			40-49	15%
			50-59	20%
			60-74	25%
			75+	Negotiated

- c. Dollar Volume None
- d. Government Educational Institutions Government Educational Institutions are offered the same discounts as all other Government customers.

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

Due to various encryption algorithms incorporated into our products, mindwrap's Optix software requires an export license for shipment outside the United States and is available upon request. Costs for obtaining the export license will be born by the purchasing agency.

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.00

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 - Maintenance of Software as a Service
 Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS.

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION

STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use.

Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for

quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.mindwrap.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

All Optix Software Products SEE ATTACHED LICENSE AGREEMENT

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number 540-675-3015 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 8PM EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Software maintenance shall include the following:

- Hours of Technical Support Availability. Payment of the annual software maintenance charges (as defined below) entitles Customer to technical support during the principle period of maintenance ("PPM"). The PPM is between the hours of 8:00 A.M. to 8:00 P.M., EST, Monday through Friday, and excludes national holidays. All Service subsequently added shall have the same PPM.

- Scope of Technical Support. Technical Support includes the response to and resolution of Customer encountered problems with the Software and notification of Software maintenance updates. Mindwrap will provide technical support to licensed Software located on the Customer's development or production system. Mindwrap will use commercially reasonable efforts to respond to Customer calls according to the priority level of the call. Mindwrap will ensure the Customer's call is resolved within a commercially reasonable period. In addition, service includes: (a) technical support provided through telephone or electronic support, (b) correction of any defect in the Software that materially and adversely affects the use of the Software as per software Manufacturer's specifications, (c) resolution of Software problems that may be delivered as a Software maintenance update, bug fix or workaround, limited to the current or immediate prior Software release, and (d) Software maintenance updates made available to customer as per Manufacturer's update policies.

- Optional Services. Customer may request, in writing, optional Software Services. Optional Services may include customization, configuration and consulting. Optional Services are subject to the prevailing terms, conditions and prices for such Service at that time.

- Service Limitations

A. Mindwrap will respond to technical support calls provided the Software has not been modified and is operated in accordance with Manufacturer's specifications. Technical support is contingent upon the use of the Software in accordance with Manufacturer's specifications and does not include any of the following: (i) Service to a version of Software other than the current or immediate prior release; (ii) efforts to restore a release of the Software beyond the current or immediate prior release; or (iii) efforts to restore Customer data beyond the most recent back-up.

B. Software Manufacturers periodically announce the End of Service Life (EOSL) for Software. Mindwrap will notify customer 60 days prior to technical support discontinuance. Mindwrap will provide technical support on this Software after the EOSL using commercially reasonable efforts at the prevailing rates.

- Customer's Responsibilities.

A. Customer is responsible for maintenance and installation of any common carrier equipment or communication service related to the operation of the Software and not furnished by Mindwrap. Customer is also responsible for charges incurred for communication facilities at Customer's

facilities, whether incurred by Customer or by Mindwrap Service representatives while performing Service on the Software.

B. Customer is responsible for performing Software back-ups in accordance with published documentation. Customer shall notify Mindwrap of any Software failure and shall allow Mindwrap reasonable access to the Software for performing Service.

C. Customer must provide Mindwrap with modem/network access to the software to perform remote support.

D. Customer must provide an authorized System Administrator trained in the applications purchased by the customer. A trained System Administrator and authorized contact must place all service calls to Mindwrap.

E. In the event that Customer should purchase additional license(s) of Software through Mindwrap, or through any other manner, Customer agrees to notify Mindwrap of the acquisition of the software licenses. Additional licenses are to be added as part of the coverage of this agreement with price adjustments as appropriate.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering

activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

SEE PRICING SECTION BELOW FOR PRODUCT DESCRIPTIONS AND PRICING

11. RIGHT-TO-COPY PRICING

Mindwrap has no right-to-copy pricing.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of thirty (30) days from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

SEE PRICING SECTION BELOW

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

SEE PRICING SECTION BELOW FOR COURSE DESCRIPTIONS AND PRICING

Instructor Travel Charges

Lodging and per diem: per GSA guidelines

Airfare, Rental Car, and miscellaneous: Actual Cost

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

<p style="text-align: center;">TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</p>

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Professional Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the

travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity..

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

SEE PRICING SECTION BELOW FOR DESCRIPTION OF SERVICES, LABOR CATEGORIES, AND PRICING

Products and Pricing Section

SIN: 132-33, 132-34

Description of mindwrap's Optix products

Optix Document Management and Workflow products are highly integrated modules that provide cross platform, client-server and web-based systems for content management, document management, workflow, scanning, indexing, text search, forms processing, COLD/ERM, and process automation. Our server products are available for Sun, IBM AIX, Linux, and NT/Win2000 servers running with Oracle™, Informix™, Sybase™, and SQL Server™ databases (NOTE: all hardware, operating systems, database software, and backup software mentioned are purchased separately and are not included in this pricelist).

Optix Archive Server The foundation server module required for each server installation. Manages and controls access to all documents and document storage via close integration with the underlying RDBMS. Interacts via the network with the Optix Workstation client programs.

Optix Workstation Available for both Windows and Macintosh platforms, this software handles all interaction with the user. Provides the end user with the ability to query, retrieve, view, modify, save, index, and hyperlink documents. For workstations equipped with a compatible scanner (see <http://www.mindwrap.com/downloads/downloads.html> for current supported scanner list) and appropriate Optix Scanner Driver, provides the ability to scan paper, microfilm, aperture cards, and other media and create document collections and folders. Scanned documents and desktop documents may be saved to the server and indexed using user-specified indexing screens. The workstation includes software to design, create, and deploy new index and query screens from the client workstation. The Optix Workstation is scriptable using OLE automation (Windows) and Applescript (Macintosh) and allow user-developed integration with third party applications.

Optix Scanner Drivers An add-on enhancement to the Optix Workstation and available for both Windows and Macintosh platforms, this product provides the ability to scan paper, microfilm, aperture cards, and other media (depending on scanner capabilities) and create digital documents such as multipage TIFF, PDF, collections, folders, and individual images such as JPEG, BMP, TIFF, and GIF files.

Optix Web Server An add-on enhancement to the Optix Archive Server, this product provides web pages and methods which permit internet browsers to access Optix repositories. Users can query, retrieve, and view both scanned documents and desktop application documents. Users may also save and index documents from their desktop to the Optix Archive Server. When equipped with the Optix Workflow option, users can also access their workflow worlist via the web. The Optix Web Server is designed to easily integrate with existing websites and intranets.

Optix Workflow An add-on enhancement to the Optix Archive Server, this product provides the ability to design, create, and deploy automated document-centric business processes. Optix Workflow includes features such as the ability to route to users, groups, and automated steps. Packages can be distributed to multiple users for approval with subsequent resolution on rendezvous. Sub-processes can be invoked based and step-by-step decisions made made on the field values and package states. When installed, the workflow design and worklist processing features of the Optix Workstation are automatically enabled.

Optix Text Search An add-on enhancement to the Optix Archive Server, this product provides the ability to perform queries on the contents of text-based documents. Optix Text Search (Boolean) provides a basic text search that allows users to search on words and phrases combined using common boolean logic such as AND and OR. Optix Text Search (NLS) provides expanded capabilities to automatically parse phrases to extract root word meanings to provide search results that can be more relevant or exhaustive than those available using boolean logic.

Optix COLD An add-on enhancement to the Optix Archive Server, this product provides the ability to create automated methods for input and indexing of externally generated bulk electronic data such as mainframe print streams. Processed data can be overlaid onto user-specified background forms to closely match the appearance of printed forms and documents. On retrieval, users may copy the electronic data from forms for pasting into third party applications.

Optix Database Publisher An add-on enhancement, this product provides the ability to create query and extract subsets of Optix Server document repositories and publish them to a local single-user database. This is useful when document subsets must be carried on the road for quick access. In addition, Optix Database Publisher provides the ability to scan and index documents remotely with subsequent uploading to the central Optix Server.

Optix Fax Processor An add-on enhancement, this product provides the ability to receive incoming faxes and automatically add them to an Optix Archive Server repository or work queue. Each Optix Fax Processor runs on a separate Windows 2000 workstation that is networked with the Optix Archive Server. Multiple Optix Fax Processors may be deployed for increased capability. (NOTE: the workstation hardware and operating system are purchased separately and are not included in this pricelist).

Optix APIs An add-on enhancement, this product allows third party custom-developed software to access the services of the Optix Archive Server. The third-party software can perform repository queries, retrieve documents, save documents, index documents, create logical links between documents and perform workflow and work queue functions. Both “C” and Java versions of the APIs are available.

SIN: 132-33, 132-34

Product and Maintenance Pricing.

Prices are based on the number of licensed concurrent users unless otherwise specified

PRODUCT	1-19	20-29	30-39	40-49	50-59	60-74	75+
Optix Archive Server Products(1) [132-133]							
MWP000110 Optix Server (Sun/Solaris)	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000120 Optix Server (Win2000)	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000130 Optix Server (IBM AIX)	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000140 Optix Server (Linux)	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
MWP000150 Optix Server (Mac OS X)	1,895.21	1,795.46	1,695.72	1,595.97	1,496.22	1,396.47	Negotiated
Optix Workstation Products (2)							
MWP000210 Optix Workstation (Windows)	No charge - distributed with server software						
MWP000220 Optix Workstation (MacOS)	No charge - distributed with server software						
Concurrent User Add-ons to Server (3)							
MWP000300 Optix Web Server	947.61	897.73	847.86	797.98	748.11	698.24	Negotiated
MWP000400 Optix Workflow	1,421.41	1,346.60	1,271.79	1,196.98	1,122.17	1,047.35	Negotiated
MWP000510 Optix Text Search (NLS)	1,137.13	1,077.28	1,017.43	957.58	897.74	837.89	Negotiated
MWP000520 Optix Text Search (Boolean)	568.57	538.64	508.72	478.79	448.87	418.94	Negotiated
MWP000600 Optix COLD	473.80	448.87	423.93	398.99	374.06	349.12	Negotiated
MWP000700 Optix Database Publisher	473.80	448.87	423.93	398.99	374.06	349.12	Negotiated
Other Add-ons							
MWP000800 Optix Fax Processor (4)	5,680.91	5,680.91	5,680.91	5,680.91	5,680.91	5,680.91	Negotiated
MWP000900 Optix APIs (5)	18,947.40	18,947.40	18,947.40	18,947.40	18,947.40	18,947.40	Negotiated
Maintenance(6) [132-34]							
MWM001ppp Optix Annual Maintenance(6)			20% of total software price				
DISCOUNT RATE:	0%	5%	10%	15%	20%	25%	Negotiated

(1) MWP000100 Optix Archive Server is the base product required for each server installation.

(2) MWP0002xx Optix Workstation client software is distributed at no charge to purchasers of the Optix Archive Server.

(3) Concurrent User Add-ons are optional enhancements to the base server product. Pricing is per concurrent user.

(4) Multiple MWP000800 Optix Fax Processors may be added to a system, each priced at the 5% discount rate.

(5) MWP000900 Optix APIs are installed once for each server installation and are priced at the 5% discount rate.

(6) MWM001000 Optix Annual Maintenance covers all software updates and technical support for one year.

(7) For GSA Advantage, “ppp” = last 3 digits of the product # to which it applies.

PRODUCT	0-75+
Optix Scanner Drivers(1) [132-133]	
MWP000230 Optix Tier 0 Scan Driver (WIN)	\$133.09
MWP000231 Optix Tier 1 Scan Driver (WIN)	\$263.51
MWP000232 Optix Tier 2 Scan Driver (WIN)	\$531.50
MWP000233 Optix Tier 3 Scan Driver (WIN)	\$1339.87
MWP000234 Optix ISIS Scan Bridge (WIN)	\$620.81
MWP000240 Optix Tier 0 Scan Driver (MAC)	\$133.09
MWP000241 Optix Tier 1 Scan Driver (MAC)	\$263.51
MWP000242 Optix Tier 2 Scan Driver (MAC)	\$531.50
MWP000243 Optix Tier 3 Scan Driver (MAC)	\$1339.87
DISCOUNT RATE:	0%

- (1) Scanner plug-in pricing is per workstation, per scanner (i.e. each scanner attached to each workstation must have a driver).
- (2) Maintenance for original platform (hardware and operating system) is included in price with Tier 0, 1, and 2 Scan Drivers.
- (3) Tier 3 Scan Driver annual maintenance is 20% of Scan Driver price
- (4) ISIS interface consists of a ISIS Bridge plus an ISIS driver. The ISIS driver provided with the scanner by the manufacturer.
- (5) Exchanges of Scan Drivers (i.e. Scanner model changes) are not included in maintenance or license.

SIN: 132-50**Description of mindwrap's training courses**

All courses are offered both onsite and in the mindwrap headquarters classroom in Flint Hill, VA. Maximum class size onsite is limited only by available workstations and facility size but is recommended to be ten people. Maximum class size for our Flint Hill classroom is ten people. Minimum classroom size for our Flint Hill headquarters is six people. There is no minimum onsite class size. Onsite classes will be scheduled in consultation with the purchasing agency. The schedule for courses offered at out Flint Hill headquarter is published on our website: www.mindwrap.com.

TITLE: Optix Workstation Training

CONTENT: End user training for the Optix Workstation client programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to perform database and text search queries, retrieve and view documents, modify and save documents, how to save and index desktop documents, and how to set personal preferences. For scanning operators, instruction is also provided on how to adjust scan settings, perform document preparation, scanning, and indexing. Instruction in the use of the Optix Screen Generator to create new indexing and query screens is provided. Workflow worklist management is covered for installations that include Optix Workflow.

LENGTH: 3 days

PREREQUISITES: General familiarity with desktop computer operation (keyboard, mouse, etc)

TITLE: Optix System Administrator Training

CONTENT: System Administrator training for the Optix Archive Server programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix system installation. Topics covered also include storage/volume management, backup methodologies, and user/security management.

LENGTH: 5 days

PREREQUISITES: Student must have completed the Optix Workstation Training course.

TITLE: Optix Workflow Training

CONTENT: System Administrator-level training for Optix Workflow programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix Workflow installation. Instruction is provided in how to design, create, and implement new workflow processes using the Optix workflow design tools.

LENGTH: 3 days

PREREQUISITES: Student must have completed the Optix System Administrator Training course.

TITLE: Optix WebTraining

CONTENT: System Administrator-level training for Optix Web programs. Including lecture, presentations, discussion, and hands-on training, the course provides instruction in how to install, configure, and manage an Optix Web installation. Instruction is provided in how to customize the Optix Web pages and integrate with existing websites.

LENGTH: 3 days

PREREQUISITES: Student must have completed the Optix System Administrator Training course.

Training Pricing

Client Site Training Prices are per day	2011
MWT0yy300 Optix Product Training Onsite	\$2,036.95
Contractor Classroom Training Prices are per student per day	
MWT0yy100 Optix Workstation Training	\$611.09
MWT0yy200 Optix System Admin Training	\$611.09
MWT0yy250 Optix Workflow Training	\$611.09
MWT0yy275 Optix WEB Training	\$611.09

- (1) Purchasers of new Optix systems should order a minimum of five (5) days of either onsite or classroom training.
- (2) The initial five days onsite training consists of two days of user training and three days of system administrator training.
- (3) Classroom training is at Mindwrap, Inc. Flint Hill , VA headquarters
- (4) Maximum onsite class size is 10 persons. Minimum classroom class size is 6 persons
- (5) For GSA Advantage, “yy” = last 2 digits of year training will be performed

SIN: 132-51

Description of mindwrap's IT Services

As an adjunct to sales of our Optix software products, mindwrap is often called upon to provide IT services. These services fall under one or more of the following categories:

- Systems Analysis - Services to assist clients with the design of systems architectures, databases, user interface, legacy systems integration, and all other aspects surrounding the implementation of mindwrap software products. (FPDS Code D306)
- Systems Development – Services to assist clients with the development, and deployment of systems architecture, databases, user interface, and legacy systems integration, and all other aspects surrounding the implementation of mindwrap software products. (FPDS Code D302)
- Integration – Services to facilitate integration of mindwrap products with new hardware peripherals such as scanners and mass storage devices; and integration of mindwrap products with legacy systems. (FPDS Code D307)
- Custom Programming – Software development services to create custom software to meet client-specified requirements not necessarily related to mindwrap products. (FPDS Code D308)
- Data Conversion – Services to convert existing databases and files in preparation for integration with mindwrap products. Also includes specification and services for conversion of paper, microfilm, and other non-digital media to digital form. (FPDS Code D311)

Mindwrap Job Descriptions for IT Positions

Commercial Job Title: PM/Computer Systems Scientist

Minimum/General Experience: Must have, or have the equivalent of, 15 years experience and a bachelor's degree in engineering, math, physics, computer science, telecommunications, social sciences, or other related fields. Has demonstrated expertise through publications and presentations. Has significant experience in industry or government and responsibility for product quality, budgets, and personnel. Employment history should reflect demonstrated technical leadership and management capabilities.

Functional Responsibility: Must have demonstrated capabilities for independent and original work, the ability to solve and/or manage the solving of highly complex technical problems, and recognition as an authority in the field of specialization. Must be able to plan, organize, and lead a major engineering effort involving a large group of engineers in the areas of analysis, design, development, testing, integration, or simulation and/or to perform as a technical specialist.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

Commercial Job Title: Senior Programmer/Analyst

Minimum/General Experience: Must have, or have the equivalent of, 8 years experience and a bachelor's degree in engineering, math, physics, computer science, telecommunications, social sciences, or other related field. Employment history should reflect demonstrated technical and team leadership capabilities.

Functional Responsibility: Must be able to lead tasks, or work with minimum supervision on tasks requiring the application of considerable knowledge in software, engineering, management support, or related fields. May be responsible for planning, supervising, and coordinating the work effort of the technical staff. May have experience in management and responsibility for budgets and personnel.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

Commercial Job Title: Programmer/Analyst

Minimum/General Experience: Must have, or have the equivalent of, 3 years experience and a bachelor's degree (or equivalent experience) in engineering, math, physics, computer science, telecommunications, social sciences, or other related fields.

Functional Responsibility: Must be capable of working with moderate supervision while supporting a variety of tasks within a specified area. May provide troubleshooting, software design and development, configuration or data management, quality assurance, or other technical support service to senior technical staff personnel.

Minimum Education: Bachelor's degree in engineering, math, physics, computer science, telecommunications, or equivalent experience.

SIN: 132-51

Mindwrap IT Labor pricing

Prices are hourly

Part Number	Labor Category	2011
MWS0yy100	PM/Computer Systems Scientist	\$253.97
MWS0yy200	Senior Programmer Analyst	\$203.19
MWS0yy300	Programmer Analyst	\$152.39

(1) For GSA Advantage, "yy" = last 2 digits of the year labor will be performed

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Mindwrap provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Craig Landrum, CTO
Phone: 540-675-3015 x 229
Fax: 540-675-3130
craigl@mindwrap.com

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.



**MASTER PRODUCT
LICENSE AGREEMENT**

FOR



SOFTWARE

BETWEEN

<US Government Agency>

&

mindwrap, inc.

MASTER PRODUCT LICENSE AGREEMENT

This Master Products License Agreement ("**Agreement**"), is made and entered into as of the date of the attached Product Schedule ("**Effective Date**"), by and between mindwrap Inc. ("**mindwrap**"), a Virginia corporation with a place of business at 664H Zachary Taylor Highway, Flint Hill Va. 22627, and the customer identified on the attached Product Schedule.

1. **Definitions.**

"**Documentation**" means all user, technical and system administrator manuals, and documentation that mindwrap generally makes available to its users of the Software.

"**Enhancements**" means any modifications to the Software, excluding Updates, that mindwrap decides, in its sole discretion, to make generally available for an additional charge, including, without limitation, new versions or upgrades that provide additional capabilities and/or functionality.

"**Equipment**" means the hardware components identified in the Product Schedule.

"**Products**" means the Documentation, Equipment and Software.

"**Software**" means the software identified in the Product Schedule, Software Keys, Updates and Enhancements, if any, that Customer may license from mindwrap for an additional fee. .

"**Software Key**" means the encrypted code that allows the users of the Software to activate different and additional functionality within the Software.

"**Updates**" means the fixes, patches and revisions to the Software that mindwrap makes available under its standard Support Services (as defined herein).

"**Territory**" means the geopolitical region that the software is intended to be used in. Under this agreement, "Territory" refers to the United States and its possessions unless otherwise specified.

"**Concurrent User**" means a software client simultaneously accessing the server system with other authorized users either through a Thick Client or Thin Client/Web Browser.

2. License Grant; Ownership Rights; Restrictions. At the time of expiration of the Trial Use Period identified in the attached Trial Use License Agreement ("**TULA**") and subject to Customer's payment of the applicable license fees ("**License Fees**") set forth in the Product Schedule and Customer's compliance with the terms of this Agreement, mindwrap grants to Customer a nonexclusive, limited-term, nontransferable license for Customer's internal-business purposes in the territory ("**Territory**") identified in the Product Schedule to use: (a) the machine-readable, object-code version of the Software identified in the Product Schedule; and (b) related Documentation. Such use shall be consistent with the following license terms:

2.1 **Server License.**

2.1.1 Server Based License. In the event Customer is licensing the server-based version of the Software ("**Server-Based Software**") hereunder, such Server-Based Software may be used solely and exclusively on the applicable server(s) designated on the Product Schedule by the no more than the applicable maximum number of concurrent users specified in the Product Schedule ("**Concurrent Users**"). The number of Concurrent Users may be modified upon payment of additional license fees and notification of mindwrap. Customer may transfer the Server-Based Software to a different server so long as no copy of the Server-Based Software is retained on the server from which it is transferred. Customer may maintain one extra copy of the Server-Based Software for back-up purposes.

2.1.2 Client-Based License. In the event Customer is licensing the client-based version of the Software ("**Client-Based Software**") hereunder, Customer may make and use copies of such Client-

Based Software to allow use by the number of Concurrent Users identified in the Product Schedule. mindwrap shall issue a Software Key for each Concurrent User to Company to activate the Client-Based Software.

2.2 Single User Edition License. In the event Customer is licensing the single user edition of the Software ("*SUE*") hereunder, for each SUE license granted Customer may install one copy of the SUE for use on one computer and Customer may maintain one extra copy of the SUE for back-up purposes.

2.3 Documentation License. Customer may use and copy the Documentation as reasonably necessary to support use of the Software consistent with the terms of this Agreement.

2.4 Ownership Rights Reserved; Restrictions. Except for those rights specifically granted to Customer herein, all rights, title and ownership in and to the Software and Documentation and any modifications, adaptations or translations thereto as well as any patents, trademarks, copyrights, trade secrets and other intellectual property rights related to any of the foregoing ("*Intellectual Property*") shall remain the property of mindwrap or its third party licensors. Customer shall not remove any proprietary notices ("*Notices*") from the Software and Documentation and shall include such Notices on any authorized copies of the Software or Documentation. Customer shall not: (a) disassemble, decompile, reverse-engineer, adapt, modify or translate the Software; provided, however that Customer may modify the graphical user interface ("*GUI*") to the Software consistent with the Documentation to integrate Customer's identity into the GUI without affecting any Notices contained in or with the Software, or otherwise attempt to derive the source code of the Software; provided, however, that in those countries where the foregoing restriction is specifically prohibited by applicable law, Customer may modify the Software: (i) solely to the extent permitted by such law; (ii) for Customer's own internal use; and (iii) only after Customer has requested that mindwrap perform such modification and, after a reasonable time period, mindwrap has refused to provide such modification; (b) alter tables or reports in any third party databases shipped as part of the Software and/or Documentation, except as necessary for operating the Software as a whole; (c) use the Software and/or Documentation for any purpose not authorized specifically in this Agreement and/or any Product Schedule; (d) use the Software and/or Documentation in any manner to provide consulting, service bureau, commercial time-sharing, rental or other services to third parties unless expressly agreed to by the parties in writing; (e) create derivative works based upon the Software and/or Documentation or allow or authorize others to do so; (f) publish benchmark results from the use of the Software and/or Documentation; and (g) use the Software and/or Documentation in nuclear, aviation, mass transit or medical device applications, or in any other inherently dangerous applications, in which case neither mindwrap nor its licensors will be liable for any claims or damages arising from such use.

3. Sale of Equipment. If Customer purchases Equipment, as identified in the Product Schedule, following the Customer's full payment of all applicable purchase fees ("*Purchase Fees*") as set forth in the Product Schedule, mindwrap shall deliver the applicable Equipment to Customer FOB Flint Hill, Virginia Title and/or risk of loss for all Equipment shall pass to Customer upon delivery.

4. Maintenance and Support. mindwrap shall provide Level 1 Support, Level 2 Support, Level 3 Support and Updates, ("*Support Services*") as they are released generally, to Customer consistent with the terms and conditions of this Agreement. Support Services will begin on the applicable Start Date identified in the Product Schedule or upon completion of product installation at the client site, whichever is later. Thereafter, Support Services shall continue until the applicable End Date identified in the Product Schedule. **AS OF THE END DATE, SUPPORT SERVICES SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE CALENDAR YEAR EACH (EACH A "RENEWAL TERM") UNLESS EARLIER TERMINATED AS HEREINAFTER PROVIDED OR UNLESS EITHER PARTY GIVES THE OTHER WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE END OF THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM.** mindwrap shall invoice Customer for all maintenance fees using amounts and invoice date(s) as specified in the Product Schedule. For the purposes of this Agreement

(a) "*Level 1 Support*" means mindwrap will address Software problems and questions, which do not entail a loss of service, related to basic Software usage, installation, support and/or feature requests.

mindwrap will use its reasonable commercial efforts to respond to requests for Level 1 Support within one (1) hour of mindwrap's receipt of notice through its telephone service described in **Section 4.1**.

(b) **"Level 2 Support"** means problems related to the operation of the Software, recurring system delays, limited data access issues and/or system utility/auxiliary program failures, which may result in a minor loss of service. mindwrap will use its reasonable commercial efforts to respond to Level 2 Support inquiries within one (1) and provide options for resolution within three (3) hours of mindwrap's receipt of notice through its telephone service described in **Section 4.1**.

(c) **"Level 3 Support"** means problems that result in a severe or complete loss of service, including, without limitation, repeated system crashes to the point where the system does not start or function, the corruption of the database related to the Software to the point where much of the data and/or images are unavailable. mindwrap will use its reasonable commercial efforts: (i) to provide a reasonable workaround, an object code patch and/or notice to Customer of a specific plan to address the problem, including an estimated repair time; and (ii) to respond to Level 3 Support inquiries within twelve (12) hours of mindwrap's receipt of notice through its telephone service described in **Section 4.1**.

4.1 Telephone Service. mindwrap shall provide a telephone number for Customer personnel to call during the hours of 8:00 a.m. to 8:00 p.m., Eastern Standard Time, Monday through Friday, excluding national holidays, for Support Services.

4.2 Time-and-Material Services. Any other services not expressly provided for in this Agreement, which are requested by Customer and accepted by mindwrap, shall be provided by mindwrap at mindwrap's then-current standard time-and-material rates.

5. Fees; Payment Terms. Customer shall pay to mindwrap all the License Fees, Support Fees, Purchase Fees and Continuing Support Fees (collectively, the **"Fees"**) by the dates specified in the attached Product Schedule. This schedule does not include trial use or evaluation schedules which will be in accordance with the terms set forth in the Sales Order Form. Unless otherwise provided for by mindwrap, all Software, Equipment and Documentation are provided to Customer FOB Flint Hill, Virginia and Customer shall be responsible for all related shipping, handling, insurance and any applicable federal, state or local taxes, tariffs or duties, now or hereafter imposed, except for taxes related to mindwrap's income. Any amount not paid by Customer when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the highest amount allowed by applicable law, whichever is less. mindwrap shall have the right to suspend and/or terminate any License grants and/or Support Services to Customer until full payment of all amounts currently due and owing is made to mindwrap.

5.1 Temporary Software Keys. In mindwrap's sole discretion, mindwrap may provide Customer with a temporary Software Key (**"Temporary Software Key"**) with the Client-Based Software so that Customer may begin using the Client-Based Software consistent with the terms of this Agreement prior to mindwrap's receipt of the applicable License Fees. The Temporary Software Key shall expire, which shall discontinue Customer's access and use of the Client-Based Software, if payment is not timely received by mindwrap.

6. Audit; Inspection. During the term of this Agreement and for a period of one (1) year following termination of this Agreement for any reason, upon written notice from mindwrap, Customer shall permit mindwrap or its authorized agents to inspect, examine or otherwise audit the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with the terms of this Agreement. While conducting such activities, mindwrap, or its authorized agents, shall be entitled to copy and item that Customer may possess evidencing a violation of this Agreement.

7. Limited Warranties; Exclusive Remedies; Disclaimers.

(a) **Media.** For a period of sixty (60) calendar days following Delivery of the Software to Customer (the **"Warranty Period"**), mindwrap warrants that the media on which the Software is delivered shall be free from defects in material and workmanship under normal use. mindwrap's entire liability and Customer's exclusive remedy for breach of this warranty shall be replacement of the defective media, provided such defective media is returned by Customer and received by mindwrap within the Warranty Period.

(b) **Performance.** During the Warranty Period, mindwrap warrants that the unmodified Software when properly installed and used in accordance with its Documentation and this Agreement, shall perform substantially in accordance with the applicable Documentation without material defect. mindwrap's entire liability and Customer's exclusive remedy for breach of this warranty shall be to exercise its commercially reasonable efforts to correct the defective Software, provided mindwrap receives written notice of such material defect within the Warranty Period. mindwrap shall have no responsibility to correct the Software if the material defect results from accident, abuse, misapplication or use of the Software in a manner for which it was not designed.

(c) **Equipment.** For a period of thirty (30) calendar days following Delivery of the Equipment to Customer ("**Equipment Warranty Period**"), mindwrap warrants that the unmodified Equipment, when properly installed and used in accordance with applicable Documentation and this Agreement, shall perform substantially in accordance with the applicable Documentation without material defect. mindwrap's entire liability and Customer's exclusive remedy for breach of this warranty shall be to exercise its commercially reasonable efforts to repair or replace the defective Equipment, in mindwrap's sole discretion, provided mindwrap receives written notice of such defect within the Equipment Warranty Period. mindwrap shall have no responsibility to correct the Equipment if the defect results from accident, abuse, misapplication or use of the Equipment in a manner for which it was not designed.

(d) **Disclaimer:** THE WARRANTIES SET FORTH ABOVE ARE MINDWRAP'S ONLY WARRANTIES. MINDWRAP DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MINDWRAP, ITS AGENTS OR REPRESENTATIVES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THE ABOVE LIMITED WARRANTIES. MINDWRAP DOES NOT WARRANT THE OPERATION OF THE PRODUCTS TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES MINDWRAP MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE OR THAT THE PRODUCTS WILL MEET OR SATISFY ANY OR ALL OF CUSTOMER'S INTENDED USES. ANY THIRD PARTY PRODUCTS PROVIDED UNDER THIS AGREEMENT ("**THIRD PARTY PRODUCTS**") SHALL BE PROVIDED SUBJECT TO THE APPLICABLE THIRD PARTY'S WARRANTY, IF ANY. NO EXPRESS OR IMPLIED WARRANTY RELATED TO THE THIRD PARTY PRODUCTS IS PROVIDED BY MINDWRAP HEREUNDER.

8. **Limitation of Liability.** IN NO EVENT SHALL MINDWRAP ITS SUPPLIERS OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OPPORTUNITY, LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHERWISE), MINDWRAP'S LIABILITY TO CUSTOMER FOR DAMAGES SHALL NOT EXCEED THE TOTAL LICENSE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM FIRST ACCRUED, REDUCED BY THAT PORTION OF THE TOTAL LICENSE FEES ALLOCABLE TO COMPONENTS OR PORTIONS OF THE PRODUCTS AS TO WHICH CUSTOMER HAS RECEIVED SUBSTANTIAL USE OR BENEFIT.

9. **Termination.** Customer may terminate this Agreement or any Product Schedule, without right to any refund, upon written notice to mindwrap. Each party shall have the right to terminate this Agreement or any license granted hereunder if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice thereof. Upon termination of this Agreement for

any reason: (a) Customer shall: (i) cease using the Software and Documentation; (ii) return, purge or destroy (as directed in writing by mindwrap) all copies of the Software and Documentation and certify to mindwrap in writing that all such copies have been surrendered or destroyed in accordance with the foregoing; (iii) pay mindwrap any fees due and owing hereunder; and (iv) not be entitled to a refund of any fees previously paid; and (b) mindwrap shall be relieved of any and all obligations to provide Support Services to Customer. Termination of this Agreement and/or the License shall be in addition to and not in lieu of any other legal or equitable remedies.

10. Confidentiality.

10.1 General. Customer acknowledges that the Products constitute and incorporate confidential and proprietary information developed or acquired by or licensed to mindwrap. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Products, including at a minimum those taken by Customer to protect Customer's own confidential information. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

10.2 Disclosure. Customer will not disclose, in whole or in part, the Products or any portion thereof or other information that has been designated as confidential to any individual, entity or other person, except to those of Customer's employees or consultants who require access for Customer's authorized use of the Products, provided such consultants agree in writing to comply with the use and non-disclosure restrictions applicable to the Products under this Agreement. Customer acknowledges that any unauthorized use or disclosure of the Products may cause irreparable damage to mindwrap and its third-party licensors. If an unauthorized use or disclosure occurs, Customer will immediately notify mindwrap and take, at Customer's expense, all steps which may be available to recover the Products and to prevent their subsequent unauthorized use or dissemination. mindwrap agrees to take the same action regarding any information designated in writing as proprietary that it receives from Customer ("**Customer Information**").

10.3 Limitation. Neither mindwrap nor Customer will have any confidentiality obligation with respect to any portion of the Products or Customer Information that:

- (a) the receiving party knew or independently developed before receiving such Products or Customer Information under this Agreement;
- (b) the receiving party lawfully obtained from a third party under no confidentiality obligation; or
- (c) became available to the public other than as a result of any act or omission by the receiving party or any of receiving party's employees or consultants.

11. Indemnification. mindwrap shall defend Customer (at mindwrap's expense) against, and, subject to this Section and **Section 8**, pay any damages finally awarded by a court of competent jurisdiction resulting from, any claim or suit brought against Customer alleging that the Products, infringe upon any United States patent or copyright. mindwrap's obligations under this Section shall arise only if: (a) Customer promptly notifies mindwrap in writing of any such claim or suit; (b) mindwrap has sole control of the defense and settlement of such claim or suit; and (c) Customer takes no action that is contrary to mindwrap's interests and cooperates in mindwrap's efforts and actions taken hereunder. If a claim as described above has been asserted, mindwrap may, but shall not be obligated to: (d) procure for Customer the right to continue using the Products; (e) replace or modify the Products with products of substantially equivalent functionality; or (f) accept return of the Products and refund to Customer an amount equal to the License Fees paid for the Products less depreciation based on a three (3) year straight line depreciation schedule. Notwithstanding the foregoing, mindwrap shall have no responsibility under this Section if the suit or claim arises from: (g) a correction or modification of the Products not provided by mindwrap; (h) Customer's failure to install an Update that would have avoided the alleged infringement; (i) failure to use the Products in accordance with the Documentation; or (j) combination of the Products with products not provided by mindwrap.

12. *Export Administration Compliance.* Within a commercially reasonable time following the request of Customer, mindwrap shall provide Customer with export control classification numbers for the Software licensed and Equipment sold under this Agreement. Customer shall bear sole responsibility to keep current all export control classification numbers and/or related updates. Customer shall be responsible for compliance with all relevant export laws and regulations and, if required by law or regulation, shall obtain, at Customer's sole cost and expense, the appropriate license and/or other documentation as applicable from the applicable government agency or authority. Customer shall not export or re-export mindwrap Products, directly or indirectly, either to: (a) any countries that are subject to the United States' export restrictions (currently including, without limitation, Cuba, Iran, Iraq, Libya, North Korea, and Syria); or (b) any end-user who has been prohibited from participating in the United States' export transactions by any agency or department of the U. S. Government.

13. *Restricted Rights.* The Products are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or on behalf of any unit or agency of the United States Government is subject to restrictions as set forth in subparagraph (c)(1) of the Rights in Technical Data and Computer Licensed Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Licensed Software---Restricted Rights at 48 CFR 52.227-19 or any succeeding and/or similar applicable regulations. The manufacturer is mindwrap Inc., PO Box 430, Flint Hill, VA 22627.

14. *Notices.* All notices required under this Agreement shall be deemed delivered when hand-delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, or when faxed, the next business day, with a hard copy mailed within three (3) days thereafter in the manner set forth above. All notices to Customer shall be sent to the address listed on the Product Schedule. All notices to mindwrap shall be sent to the attention of Vice President, General Counsel at the address set forth above or fax to (540.675.3130).

15. *Binding Nature; Assignment.* This Agreement shall be binding on mindwrap and Customer and their successors and permitted assigns. Customer shall have no right to assign this Agreement, or any part thereof, or delegate its duties under this Agreement, to any third party without the express written consent of mindwrap.

16. *Governing Law; Exclusive Jurisdiction.* This Agreement shall be governed and interpreted in accordance with the laws of the United States and the State of Illinois (exclusive of any choice of law or other provision that would result in the application of the laws of any other jurisdiction). Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any proceedings between the parties arising out of this Agreement shall be conducted in the state or federal courts located in Virginia.

EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN VIRGINIA.

17. *Miscellaneous.* If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Any failure by either party to require strict performance by the other of any provision of this Agreement shall not constitute a waiver of such provision or thereafter affect the party's full rights to require strict performance. This Agreement, including any schedules attached hereto, constitute the entire agreement between the parties with respect to the subject matter herein, and supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement and any schedule attached hereto can only be amended by specific written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Master Product License Agreement as of the Effective Date.

MINDWRAP INC.

CUSTOMER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____